

Agreement Number:

This Agreement is made and entered into and between the Washington State Department of Transportation (WSDOT), hereinafter called the "Department" and

hereinafter called the "Grantee".

Whereas, the Department is granted the authority under RCW 47.40 to establish a state-wide Adopt-A-Highway Program: And whereas the Grantee wishes to contribute toward the effort to enhance roadside appearance;

The Department does hereby authorize the Grantee permission to participate in the Adopt-A-Highway Program by privately contracting with:

hereinafter called the "Grantee's Contractor",

to accomplish (1) the work described below, (2) within the assigned section of highway designated below, and (3) only in accordance with the following terms and conditions:

The Grantee does hereby agree:

1. Maintain and honor a separate contractual agreement with the Grantee's Contractor to accomplish all work as described in this agreement.
2. To pay a fee of \$_____ to the Washington State Department of Transportation, to cover the cost of sign fabrication, installation and maintenance, and the cost of administering this agreement.
3. To notify the Department in the case of any change in party designated as the Grantee's Contractor and cooperate in the execution of a new agreement prior to new Grantee's Contractor engaging in any work.
4. To ensure that the Grantee's Contractor's work is in compliance with the terms of this agreement. Non-compliance will result in a termination of this agreement upon 30 days written notice.
5. To ensure that the Grantee's Contractor complies with all the necessary safety requirements, private insurance requirements, reports to the Department, procedural requirements and all other terms and provisions as described in this agreement.
6. In the case where the Grantee's Contractor is a private and independent contractor, the Grantee shall obtain at its sole cost, or cause the Grantee's Contractor to obtain at its sole cost, and keep in force during the term of the agreement, for the operations specified in this agreement, the following insurance requirements with companies licensed to conduct business in the State of Washington and approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW:
 - A. Commercial General Liability Insurance written under Insurance Services Office Form CG0001 or its equivalent with minimum limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate for each policy year with the State of Washington named as an additional insured in connection with the Grantee and Grantee's Contractor's performance of the work specified in this agreement.
 - B. Commercial Auto Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the State of Washington named as an additional insured in connection with the Grantee/Grantee's Contractor's performance of the work specified in this agreement.

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Prior to the execution of this agreement, either the Grantee or the Grantee's Contractor shall file with the Department ACORD Form Certificates of Insurance evidencing the minimum insurance required above. All Certificates of Insurance shall include a requirement providing for a minimum of 45 days prior written notice to the Department of any reduction or cancellation of coverage.

The Grantee's Contractor does hereby agree:

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Department for safety of the participants. Safety is the number one priority of the program.
2. To have a first aid kit available at the roadside site, and at least one person with a valid First Aid Card be present during activities.
3. To provide hard hats and fluorescent orange safety vests for all workers, as well as litter bags, and any other necessary equipment and supplies not provided by the Department in order to accomplish the work specified in this agreement.
4. If the Grantee's Contractor is a private and independent contractor, to comply with or ensure that the Grantee has provided the specified insurance requirements, and to carry proof of this insurance at all times when working on the roadside. If the Grantee's Contractor is an agency of the State, this provision shall not apply.
5. If the Grantee's Contractor is a private and independent contractor, to comply with requirements necessary to conduct business in Washington State, and as an employer to pay all employer premiums or assessments required to secure medical aid benefits under Chapter 51.36 RCW for all agents and employees participating in the program.
6. To assign a supervisor to each crew, and that supervisor shall have a copy of this agreement with him/her while working on the roadside.
7. To pick up litter no less than _____ times per year at an interval of:
_____.
One cleanup shall take place during the month of _____.
8. To remove all litter and/or debris from the roadside and legally dispose of it off site.
9. To have no more than _____ vehicles parked on the highway shoulder within the assigned area during a cleanup activity.
10. To comply with all specifications in the attached Adopt-a-Highway Traffic Control Plan when conducting program activities. An additional traffic control plan may be required. If indicated below, the Grantee's Contractor shall submit a traffic control plan for approval, prior to engaging in work and adhere to all requirements as indicated in the approved traffic control plan when working on the roadside.
☐ Additional Traffic Control Plan required, also see Exhibit A, ☐ Use standard Adopt-a-Highway Traffic Control Plan. (*Check one.*)
11. To require all workers to review safety training materials provided by the Department before participating in any roadside activity.
12. Workers who find anything that they suspect to be hazardous shall not touch it, but take appropriate precautions and report the location and description of the material/substance to the Department Representative.

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13. Activities shall not take place during a legal holiday, during the afternoon on the day before a legal holiday, or holiday weekends. See RCW 1.16.050, legal holidays defined.
14. Activities engaged in during week days shall take place between the hours of _____ and _____.
15. To provide the Department with a completed copy of the Adopt-a-Highway Activity Reporting Form within 7 calendar days following each activity.
16. To notify the WSDOT contact immediately upon any change in the arrangements with the Grantee.
17. If adoption includes activities in addition to litter control, also see Exhibit A.
☐ Exhibit A included, ☐ None included (*Check one.*)

The Department does hereby agree:

1. Furnish and install an Adopt-A-Highway sign(s) with the Grantee name or acronym displayed at the assigned area, if the project meets the minimum criteria for signing. If the Grantee desires a logo or custom nameplate on the sign, the Department shall install the appliqué as provided by the Grantee.
2. Provide informational safety materials and training aids to the Grantee/Grantee's Contractor for use in training.

Other Terms and Conditions:

The Department is authorized to suspend this agreement temporarily without incurring liability, if highway maintenance and/or construction is required within the limits of the assigned area. Once these activities have been completed, the Grantee will be notified and the agreement resumed.

The Department is authorized to terminate this agreement without notice if it deems necessary if the Grantee or the Grantee's Contractor fails to comply with any conditions of this agreement, or for any public purpose without cost or liability to the Department. This agreement will automatically terminate upon 30 days written notice of non-compliance, unless the Grantee/Grantee's Contractor takes corrective action(s). When either the Grantee or Grantee's Contractor is responsible for non-compliance, the other party shall have opportunity to find another sponsor, or select another Contractor and execute a new agreement.

This agreement is not assignable or transferable, either in whole or in part.

The term of this agreement shall commence on: _____, and shall end on:

_____ unless renewed, or terminated on 30 day notice by the Department, or the Grantee. Upon termination of this agreement the Adopt-a-Highway sign shall be removed and remain the property of the Department.

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The Grantee, the Grantee's Contractor, and their agents and employees agree to protect the state of Washington, its officers and employees and save them harmless from all claims, action or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee's, the Grantee's Contractor's, their agents and employees in the use or occupancy of the right of way or in the exercise of this agreement. In case any suit or action is brought against the State of Washington, its officers and/or employees, arising out of or by reason of any of the above causes, the Grantee, the Grantee's Contractor and their agents and employees will, upon notice of such action, defend the same at their sole cost and expense and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State of Washington's agents or employees and (b) the Grantee, the Grantee's Contractor, or their agents and employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, the Grantee's Contractor, or their agents and employees.

The Grantee and the Grantee's Contractor and on behalf of their assigns, agents and employees agree to waive any claims for losses, injury to persons and/or property, expenses, damages or lost revenues incurred by them or their agents and/or employees in connection with Grantee's, the Grantee's Contractor's, their agents and employees in the use or occupancy of the right of way or in the exercise of this agreement against the State of Washington, its agents or employees except the reasonable costs of repair of property resulting from the negligent injury or damage to the Grantee or the Grantee's Contractor's property by the State of Washington, its agents, or employees.

Grantee: _____, _____, _____
Representative Title Date

Grantee' Contractor: _____, _____, _____
Representative Title Date

WSDOT: _____, _____, _____
Representative Title Date

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ASSIGNED HIGHWAY SECTION(S):

SR _____ MP _____ to MP _____

From _____ to _____

☐ Left side of highway ☐ Right side of highway ☐ Median ☐ Interchange

County of Assigned Section(s): _____

Washington State
Department of Transportation

Address

_____, WA _____
City Zip Code

Phone Number

Date of Execution

_____, _____
Date of Termination or Renewal

Name of Department Representative

Title

Name of Organization (print or type)

Address

City, State, Zip Code

Name of Organization Contact (print or type)

Address

City, State, Zip Code

Daytime Telephone

Title

Contractor Name

Mailing Address

Phone Number

Name of Contractor's Representative

Title

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EXHIBIT A, Page 1

EXHIBIT A - Special Provisions for Adopt-a-Highway Agreement:

1. The Grantee and/or the Grantee's Contractor shall submit a written proposal for any enhancement activities proposed in addition to litter control. All proposed work shall be in conformance with the Roadside Classification Plan, Corridor Management Plan (if completed), and any other applicable plans and policies as adopted by WSDOT. The proposal shall include: Complete description of the activity proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal.
2. No work shall commence prior to the Department's signed approval of this agreement.
3. Prior to the beginning of work, an on site project review conference shall be held, at which a representative of the Department and the Grantee's Contractor's appointed crew leader shall be present.
4. The Grantee or the Grantee's Contractor shall notify WSDOT's representative five (5) working days in advance of any scheduled work as specified in this exhibit within the state right of way.
5. All work shall be done to the satisfaction of WSDOT at the Grantee's expense. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and shall be subject to inspection by WSDOT. Unsatisfactory work shall be corrected by the Grantee. Any unsatisfactory work not corrected by the Grantee may be corrected by WSDOT, and the Grantee will be liable for all such costs.
6. The unauthorized cutting of any vegetation, unauthorized application of herbicides, or disfiguring of any feature of scenic value shall not be permitted. Damage to existing vegetation designated to be preserved shall be subject to replacement and triple damages in accordance with the provisions in section 1-07.16(2) of the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition. RCW 64.12.030

Additional provisions are indicated with ☐.

- ☐ The application of pesticides of any type to the right of way shall not be permitted.
- ☐ The application of pesticides to the right of way is permitted. The Grantee shall prepare and submit a weed control plan for WSDOT approval. Application shall comply with the approved weed control plan. The applicator shall be licensed by the state of Washington for the class of pesticide utilized. Application records shall be submitted to: WSDOT Maintenance, P O Box 47358, Olympia, WA 98501- 7358.
- ☐ All work shall be in compliance with the *Manual on Uniform Traffic Control Devices for Streets and Highways*. It is the Grantee's and/or the Grantee's Contractor's responsibility to provide adequate traffic control and protection to insure the safety of the traveling public, all personnel and equipment. If necessary, the Grantee's Contractor shall provide certified flaggers, radio equipped, for these purposes.
- ☐ Directing of surface water from private property onto WSDOT right of way shall not be permitted. All manholes, drainage features, utility fixtures, and like appurtenances shall be located, marked, protected and maintained by the Grantee's Contractor as directed by WSDOT. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by the Grantee's Contractor's work shall be restored to their original cross section and condition. Any problems with drainage shall be alleviated to WSDOT's satisfaction at the Grantee's expense. Any unsatisfactory work not corrected by the Grantee's Contractor will be corrected by WSDOT, and the Grantee will be liable for all such costs.

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- ☐ No lane closures shall be allowed except as approved by WSDOT. Lane closures must be submitted for approval ten (10) work days in advance of use. Approvals may cause revision of hours of operation. The hours of permitted lane closure may differ from the work hours. Work shall be restricted to between the hours of _____ and _____.
- ☐ Bond coverage required to ensure proper compliance with all terms and conditions of said agreement will be furnished by a Blanket Surety Bond held at the Olympia Service Center.
- ☐ A surety bond in the amount of \$ _____ written by a surety company authorized to do business in the State of Washington, shall be furnished to ensure compliance with any and all of the terms and conditions of this agreement and shall remain in force until all work under this permit has been completed and approved by the Department.
- ☐ Any access to the right-of way from adjacent property shall be the responsibility of the Grantee and/or the Grantee's Contractor. Access shall be gated and locked when not in use. Access locations and configurations shall be subject to approval by WSDOT.
- ☐ Access to the work area shall be from the Grantee's property or from a public access and not from the Highway.
- ☐ Access to the work area shall be from the Highway shoulder. Vehicle parking and traffic control shall be in accordance with WSDOT approved traffic control plans.
- ☐ The Grantee and/or the Grantee's Contractor shall prepare and submit a Stormwater Runoff Plan as approved by the Department of Ecology. The work area is estimated at _____ acres.
- ☐ The Grantee and/or the Grantee's Contractor shall prepare and submit a landscape/irrigation plan for WSDOT approval.

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☐ Vegetation to be removed consists of: _____

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- ☐ WSDOT will assist in marking plants to designate vegetation approved for removal.
- ☐ Individual plants shall be pulled from the ground with roots intact.
- ☐ Stumps of vegetation removed shall be flush cut with the ground.
- ☐ Vegetative debris shall be chipped and dispersed within the highway right-of-way.
- ☐ Vegetative debris shall be removed and legally disposed of by the Grantee

☐ Planting limits and setbacks shall be field staked by WSDOT and shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition.

☐ Mowing height shall be set at _____ inches from the ground surface. Mowing shall be performed once each month, during the months of:

_____.

☐ Other: _____

(Attach additional sheets if necessary.)

Grantee:

_____, _____, _____
Representative Title Date

Grantee' Contractor:

_____, _____, _____
Representative Title Date

WSDOT:

_____, _____, _____
Representative Title Date